

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JESUS SERGIO VAZQUEZ AVILA, :
RAMON JORGE CARDOZO, and :
RODOLFO CISNEROS RUIZ, :
Plaintiffs, :
:

-v- :

DEROSA SPORTS CONSTRUCTION INC, :
and MATHEW DEROSA, :
Defendants. :
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ORDER

21-CV-1014 (JLC)

JAMES L. COTT, United States Magistrate Judge.

WHEREAS, the parties participated in a mediation with the Court Mediation Program that has resulted in a settlement of this wage-and-hour case (Dkt. No. 27); and

WHEREAS, the parties have now agreed to consent to my jurisdiction over this case under 28 U.S.C. § 636(c) so that their settlement agreement will be reviewed by me (Dkt. Nos. 32, 33);

IT IS HEREBY ORDERED as follows:

Based on the request to Judge Abrams on July 29 for a two-week extension from the August 1 deadline that she had set to file their settlement papers (Dkt. Nos. 30, 31), it appears the parties are scheduled to file their papers by August 15. Having consented to my jurisdiction to review the settlement papers, the parties should be advised of provisions that I will not approve. To that end, the parties are directed to this Court's rulings in *Martinez v. Avalanche Construction Group Inc.*, No. 20-CV-11065 (JLC), 2021 WL 5001415 (S.D.N.Y. Oct. 28, 2021) (unreasonable restrictions on use of social media to publicize settlement stricken); *Cruz v. Relay Delivery, Inc.*, 17-CV-7475 (JLC), 2018 WL 4203720 (S.D.N.Y. Sept. 4, 2018) (no reemployment provision

impermissible and provision related to communication with media should not be overly restrictive); *Rivera v. Relay Delivery, Inc.*, 17-CV-5012 (JLC), 2018 WL 1989618 (S.D.N.Y. Apr. 26, 2018) (release that was broader and thus more favorable to defendants than plaintiff's narrower release was impermissible); *Howard v. Don Coleman Advertising, Inc.*, 16-CV-5060 (JLC), 2017 WL 773695 (S.D.N.Y. Feb. 28, 2017) (any mutual non-disparagement provision must include carve-out for truthfulness); and *Souza v. 65 St. Marks Bistro*, 15-CV-327 (JLC), 2015 WL 7271747 (S.D.N.Y. Nov. 6, 2015) (regarding impermissible confidentiality provisions and the proper scope of mutual general releases), for further guidance as to permissible and impermissible terms.

For recent settlement papers that the Court has approved, the parties are directed to the following cases, as examples: *Rodriguez v. Emenike*, No. 18-CV-5786 (Dkt. Nos. 36, 38 (settlement agreement); Dkt. No. 37 (court approval order)); *Yahuiti v. L Ray LLC*, No. 19-CV-1114 (Dkt. No. 24 (settlement agreement); Dkt. No. 25 (court approval order)); *De Luna Hernandez v. City Catering*, No. 18-CV-3919 (Dkt. No. 49 (settlement agreement); Dkt. No. 50 (court approval order)); and *Sanchez v. New York Kimchi Catering Corp.*, No. 16-7784 (Dkt. No. 98 (settlement agreement) and Dkt. No. 99 (court approval order).

If this information affects the parties' settlement submissions, they may seek additional time from the Court to file them. Otherwise, the Court expects their settlement papers to be filed **by August 15.**

SO ORDERED.

Dated: August 11, 2022
New York, New York



JAMES L. COTT
United States Magistrate Judge